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PHOENIX LAW GROUP CORP.  
17772 Irvine Blvd., Suite 203  
Tustin, CA 92780  
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ENDORSED

2011 NOV 14 A 0:57

1334 Veterans City of the Shores Coast  
Coastal State ~~Coastal State~~

Attorneys for Plaintiff,  
CREDIGY RECEIVABLES, INC.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA-SAN JOSE**

111CV213007

## CREDIGY RECEIVABLES, INC.

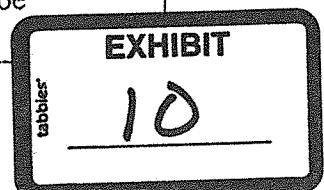
) CASE NO:  
) DEMAND EXCEEDS \$25,000.00  
)  
) **VERIFIED COMPLAINT FOR  
JUDICIAL FORECLOSURE OF LIEN  
AND DECLARATORY RELIEF**  
)  
) [Judgment Lien]  
)  
) UNLIMITED CIVIL CASE  
)  
)  
)  
)  
)  
)  
)  
)

**COMES NOW** Plaintiff, CREDIGY RECEIVABLES, INC. and complains and alleges as follows:

1. Plaintiff is, and at all times relevant to this action was, a corporation organized under the laws of the State of Nevada and engaged in the business of debt collection.

2. Plaintiff is informed and believes that Defendant, CORAZON GAERLAN REYES aka CORAZON G. REYES; is an individual, resided at all times relevant and continues to reside in Santa Clara County, California.

3. Plaintiff is informed and believes and thercon alleges that at all times herein mentioned, each of the Defendants named herein, including the fictitiously named Doe



1 Defendants, is or was the agent, employee and/or representative of each of the other Defendants  
 2 named herein, and in doing the things herein alleged was acting within the course and scope of  
 3 such agency and employment and with the permission and consent of his or her or its  
 4 Defendants and/or principals. Each and every of the allegations alleged herein as to any  
 5 Defendant are also made as to each other Defendant, including the fictitiously named  
 6 Defendants. On information and belief, each of the Defendants, including the fictitiously named  
 7 Doe Defendants, has ratified and adopted the actions, statements, representations and inactions  
 8 of each and every other Defendant.

9       4. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
 10 Does 1-25, inclusive, and therefore sue each Defendants by such fictitious names. Plaintiff will  
 11 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is  
 12 informed and believes and thereon alleges that each of the fictitiously named Defendants are  
 13 responsible in some manner for the occurrences herein alleged, and that the damages of Plaintiff  
 14 as herein alleged were proximately caused by their conduct.

15       5. The real property on which plaintiff seeks foreclosure is located at 651 Novak Dr.,  
 16 San Jose CA 95127-1552, Santa Clara County, and is a single family residential and is currently  
 17 titled to Teodoro O. Reyes and CORAZON G. REYES, husband and wife as joint tenants. The  
 18 legal description of the subject property is:

20       LOT 10, AS SHOWN ON THAT CERTAIN MAP OF TRACT NO. 3710,  
 21 WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE  
 22 RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF  
 23 CALIFORNIA ON JUNE 19, 1964, IN BOOK 181 OF MAPS, PAGE(S) 16  
 24 AND 17.  
 25 EXCEPTING THEREFROM THE UNDERGROUND WATER OR RIGHTS  
 26 THERETO, WITH NO RIGHT OF SURFACE ENTRY, AS GRANTED TO  
 SAN JOSE WATER WORKS, A CALIFORNIA CORPORATION BY  
 INSTRUMENT RECORDED JULY 23, 1964 IN BOOK 6595, PAGE 397,  
 OFFICIAL RECORDS.

27       APN: 559-14-055  
 28

1                   I.        FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF

2                   6. Plaintiff refers to Paragraphs 1 through 5 above and incorporates herein the  
3                   allegations of said Paragraphs by reference as though set forth herein at length.  
4

5                   7. On or about May 25, 2000, Plaintiff's predecessor in interest obtained a money  
6                   judgment in the sum of \$8,200.58 against defendant CORAZON GAERLAN REYES in the  
7                   Superior Court of Santa Clara entitled: FIRST SELECT CORPORATION v. CORAZON  
8                   GAERLAN REYES, Case No. 7-00-CV-389947. Said judgment was perfected by the filing of  
9                   an Abstract of Judgment and recording said abstract on December 27, 2010 in the county  
10                  where defendant resided at the time of the entry of judgment, as instrument No. 21023186. A  
11                  copy of said Abstract of Judgment is attached hereto, marked as Exhibit "A" and made a part  
12                  hereof by reference.

13                  8. FIRST SELECT CORPORATION assigned their interest in the judgment to  
14                  Plaintiff in a transaction which gave Plaintiff all rights to collect the full amount of the  
15                  obligation plus interest and costs from the judgment debtor. A copy of the Assignment of  
16                  Judgment is attached hereto as Exhibit "B" and made a part hereof by reference.

17                  9. Public record shows that CORAZON GAERLAN REYES aka CORAZON  
18                  G. REYES; is on title to the property located at 651 Novak Dr., San Jose CA 95127-1552. To  
19                  date, the lien recorded on December 27, 2010 has not been satisfied.

20                  10. On or about September 15, 2004, a deed of trust securing an original  
21                  indebtedness of \$237,500.00 was recorded in the County of Santa Clara by beneficiary World  
22                  Savings Bank, FSB., its successors and/or assignees, a Federal Savings Bank, as Instrument  
23                  No. 18001589 of the Official Records of said county. The Trustor(s) of said deed of trust was,  
24                  SUNSHINE G. REYES, an unmarried woman, the Trustee of said deed of trust was Golden  
25                  West Savings Association Service Co., a California Corporation. A document recorded May  
26                  19, 2010 as Instrument No. 20715965 of Official Records provides that Executive Trustee  
27                  Services, LLC dba ETS Services, LLC was substituted as trustee under the deed of trust.  
28

1           11. An actual controversy has arisen and now exists between Plaintiff and  
2 Defendants, and each of them concerning their respective rights and duties in that Plaintiff is  
3 informed and believes that its judgment lien rights encumber the subject property and it is  
4 entitled to foreclose its lien and sell Defendant CORAZON GAERLAN REYES aka  
5 CORAZON G. REYES's interest in the subject property so as to satisfy the subject judgment.

6           12. Plaintiff seeks a judicial determination of its rights, entitlements and duties  
7 with regard to Plaintiff's judgment, its judicial lien interest and its rights to execute enforce and  
8 otherwise foreclose on said lien and sell Defendant, CORAZON GAERLAN REYES aka  
9 CORAZON G. REYES's interest in the property so as to satisfy the subject judgment.

10           13. A judicial declaration is necessary and appropriate at this time under the  
11 circumstances in order that Plaintiff may ascertain its rights, entitlements and duties with  
12 respect to its judicial lien created on the subject property. Without a judicial declaration,  
13 Plaintiff's ability to foreclosure its lien and sell the property would remain unsettled.  
14

15           II. SECOND CAUSE OF ACTION FOR FORECLOSURE OF LIEN  
16

17           14. Plaintiff refers to Paragraphs 1 through 13 above and incorporates herein the  
18 allegations of said Paragraphs by reference as though set forth herein at length.  
19

20           15. Plaintiff holds a judgment lien on the property located at 651 Novak Dr., San  
21 Jose CA 95127-1552.

22           16. The subject property is currently owned by Teodoro O. Reyes and CORAZON  
23 G. REYES, husband and wife as joint tenants.

24           17. The property interest sought to be foreclosed is the interest of Defendant,  
25 CORAZON GAERLAN REYES aka CORAZON G. REYES, only.

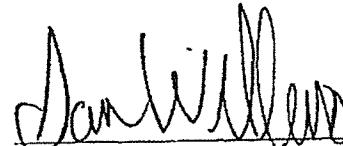
26           18. Plaintiff has demanded in writing that defendant pay the full amount of the  
27 aforesaid judgment plus interest, but defendant has failed and refused, and still fail and refuse,  
28 to make the payment, or any part therof, and no part of the judgment has been paid.

1  
2 WHEREFORE, plaintiff prays for judgment as follows:  
3  
4

- 5 1. For a judicial declaration of the rights, entitlements and duties of plaintiff, that the  
6 property remains burdened, encumbered and subject to the Plaintiff's judgment  
lien;
- 7 2. For a judicial declaration that Plaintiff is entitled to execute on, enforce and  
8 foreclose said lien(s) against the subject real property and/or against  
9 Defendants, and each of them, as well as Does 1-25.;
- 10 3. That the Plaintiff's judgment lien(s) be foreclosed on the interest of CORAZON  
11 GAERLAN REYES aka CORAZON G. REYES in aforesaid property, and the  
12 usual judgment be made for the sale of the property according to the law by the  
13 levying officer or receiver, as may be ordered or appointed by the Court.
- 14 4. That the claims of defendants DOES 1 through 25 to the property be adjudged  
15 subject, subsequent, and subordinate to the judgment lien;
- 16 5. That the proceeds of the sale be used to pay and satisfy Plaintiff's judgment lien,  
17 with the balance of the proceeds, if any, to be disbursed as the Court directs and  
18 according to Law;.
- 19 6. That defendants and all persons claiming under them, after the execution of the  
20 judgment lien, as lien claimants, judgment creditors, claimants under a junior  
21 deed of trust or mortgage, purchasers, encumbrancers, or otherwise, be barred  
22 and foreclosed from all rights, claims, interests, or equity of redemption in the  
23 property encumbered by the judgment lien;
- 24 7. That the court award Plaintiff judgment and execution against defendant,  
25 CORAZON GAERLAN REYES aka CORAZON G. REYES, and each of them,  
26 for any deficiency that may remain after applying all proceeds of the sale of the  
27 subject property duly applicable to satisfy the sum of \$8,200.58 plus accrued  
28 interest, attorneys fees and costs as requested under paragraphs 11-14, below, of  
this demand for judgment.

- 1 8. That Plaintiff or any other party to this suit may become a purchaser at the
- 2 foreclosure sale;
- 3 9. That the levying officer, after the time of redemption has elapsed, execute a deed
- 4 to the purchaser at the foreclosure sale according to law, and that the purchaser be
- 5 let into possession of the property on production of that deed;
- 6 10. That the Court approve and appoint a Receiver to arrange for the sale of the
- 7 subject real property and otherwise carry out the duties necessary to effectuate the
- 8 sale of the subject property;
- 9 11. That the court award to Plaintiff and against CORAZON GAERLAN REYES aka
- 10 CORAZON G. REYES, interest at the rate of 10% per annum from on and after
- 11 May 21, 2010. Interest continues to accrue at the daily rate of \$2.25 per day until
- 12 the judgment is satisfied in full.
- 13 12. That the court award to Plaintiff and against CORAZON GAERLAN REYES aka
- 14 CORAZON G. REYES, costs of suit incurred herein;
- 15 13. That the court award to Plaintiff and against CORAZON GAERLAN REYES aka
- 16 CORAZON G. REYES, reasonable attorney fees in a sum according to proof or a
- 17 sum that the court deems reasonable;
- 18 14. That the court award such other and further relief as it may deem proper.

19 Dated: November 2, 2011



20 \_\_\_\_\_  
21 Ian Willens  
22 Attorney for Plaintiff

# **Exhibit A**

**CONFIRMED COPY:** This document has  
not been compared with the original  
**SANTA CLARA COUNTY CLERK-RECORDER**

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and  
telephone number):  
Recording required by and return to:

JAY M. TENENBAUM, SBN 134221  
RED HILL LAW GROUP, PC  
17772 IRVINE BLVD., STE. 203  
TUSTIN, CA 92780

ATTORNEY  
FOR  JUDGMENT  
CREDITOR  ASSIGNEE OF  
RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **SANTA CLARA**  
STREET ADDRESS **191 N. 1ST STREET**

MAILING ADDRESS  
CITY AND ZIP CODE **SAN JOSE, CA 95113**

BRANCH NAME:

Doc#: 21023166  
12/27/2010 2:10 PM

FOR RECORDER'S USE ONLY

PLAINTIFF: **FIRST SELECT, INC.**

CASE NUMBER:

7-00-CV-389947

DEFENDANT: **CORAZON GAERLAN REYES**

FOR CCR-47 USE ONLY

ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS  Amended

1. The  judgment creditor  assignee of record  
applies for an abstract of judgment and represents the following:  
a. Judgment debtor's

Name and last known address

**CORAZON GAERLAN REYES**  
651 NOVAK DR  
SAN JOSE, CA 95127-1552

Unknown  
 Unknown

b. Driver's license no. (last 4 digits) and state:  
c. Social security no. (last 4 digits):  
d. Summons or notice of entry of sister-state judgment was personally served or  
mailed to (name and address): **651 NOVAK DR., SAN JOSE, CA 95127-1552**

2.  Information on additional judgment  
debtors is shown on page 2.

4.  Information on additional judgment  
creditors is shown on page 2.

3. Judgment creditor (name and address):  
**Credigy Receivables, Inc., 2877 Paradise Rd.,  
Suite 303, Las Vegas, NV 89109**

5.  Original abstract recorded in this county:  
a. Date:  
b. Instrument No.: **1**

Date: August 2010  
**JAY M. TENENBAUM**

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
**\$ 8,200.58**

10.  An  execution lien  attachment lien  
is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount \$  
b. In favor of (name and address):

8. a. Judgment entered on (date): **05/25/2000**  
b. Renewal entered on (date): **05/21/2010**

9.  This judgment is an installment judgment.

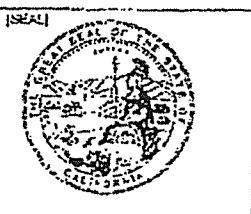
11. A stay of enforcement has

a.  not been ordered by the court.  
b.  been ordered by the court effective until  
(date):

12. a.  I certify that this is a true and correct abstract of  
the judgment entered in this action.  
b.  A certified copy of the judgment is attached.

Clerk by

**J. Gao-Nguyen**  
Deputy



**DAVID H. YAMASAKI**  
Chief Executive Officer, Clerk

This abstract issued on (date):  
**DEC - 9 2010**

ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS

Form Adopted for Multicounty Use  
Judicial Council of California  
EJ-001 (Rev. January 1, 2008)

Page 1 of 2  
Code of Civil Procedure, §§ 455, 459  
874, 709, 120

American LegalNet, Inc.  
www.FormsMarket.com

PLAINTIFF: FIRST SELECT, INC.	CASE NUMBER:
DEFENDANT: CORAZON GAERLAN REYES	7-00-CV-389947

## NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

## INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. (last 4 digits)  
and state: UnknownDriver's license no. (last 4 digits)  
and state: Unknown

Social security no. (last 4 digits):

 Unknown

Social security no. (last 4 digits):

 Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. (last 4 digits)  
and state: Unknown

18. Name and last known address

Driver's license no. (last 4 digits)  
and state: UnknownDriver's license no. (last 4 digits)  
and state: Unknown

Social security no. (last 4 digits):

 Unknown

Social security no. (last 4 digits):

 Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

20.  Continued on Attachment 20.

# **Exhibit B**

(ENDORSED)  
**FILED**  
MAY 21 2010

DAVID H. YAMASAKI  
Chief Executive Officer/Clerk  
Superior Court of CA County of Santa Clara  
BY \_\_\_\_\_ DEPUTY

A. Ihas

1 JAY M. TENENBAUM, BAR NUMBER 134221  
2 RED HILL LAW GROUP, PC  
3 17772 IRVINE BOULEVARD, SUITE 203  
4 TUSTIN, CALIFORNIA 92780

5  
6  
7 Attorneys for Assignee,  
8 CREDIGY RECEIVABLES, INC.

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SANTA CLARA

12 FIRST SELECT CORPORATION } CASE NO: 7-00-CV-389947  
13 Plaintiff, }  
14 v. } ASSIGNMENT OF JUDGMENT  
15 CORAZON GAERLAN REYES }  
16 Defendant }

17 THIS INDENTURE, is made this 30<sup>th</sup> day of December, 2002 between First Select  
18 Corporation (the "Assignor"), 1600 Ormsby Station Court, Louisville, Kentucky 40223, and  
19 Credigy Receivables, Inc. (the "Assignee"), 2877 Paradise Road, Suite 303, Las Vegas, Nevada  
89109.

20 WHEREAS, on May 25, 2000, the Judgment was entered in the above referenced court in  
21 favor of the Assignor and against Corazon Gaerlan Reyes, whose last known address is 651 Novak  
22 Dr., San Jose, CA 95127-1552, in the principal sum of \$4,099.33 plus interest, costs and/or  
23 attorney's fees; and;

24 WHEREAS, the Assignee acquired the Judgment pursuant to that certain Purchase and  
25 Sale Agreement, dated as of December 27, 2002, by and between the Assignor and the Assignee.

26 NOW THEREFORE WITNESSETH, that the Assignor, in consideration of \$10.00  
27 received and duly paid and other good and valuable consideration has sold, assigned and  
28 transferred and by these presents hereby sells, assigns and transfers to the Assignee, the Judgment  
and all monies that may be had or obtained by means thereof, or upon any proceedings to be had  
thereupon. The Assignee has the right to initiate all lawful proceedings for the money due or to

become due on the judgment; and upon payment, to acknowledge satisfaction or discharge the same. The Assignor hereby covenants that the judgment, including interest and costs, is now due and remains unpaid and that the Assignor will not collect or receive the same or any part thereof nor release or discharge the Judgment. The Assignor hereby authorizes all lawful proceedings to be taken by the Assignee pursuant to the Power of Attorney given to the Assignee by the Assignor on December 30, 2002, a copy of which is attached as Exhibit A hereto and incorporated herein by reference.

DATED: 5/7/10

First Select Corporation, Assignor

**Credigy Receivables, Inc., Assignee**

By: Credigy Receivables, Inc.

Attorney in Fact for First Select Corporation

BY: Jason Harrison  
Assistant Vice president  
Creditg Receivables, Inc.

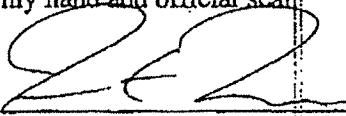
BY: Jason Harrison  
Jason Harrison  
Assistant Vice President  
Credigy Receivables, Inc.

### Notary Acknowledgment

State of Georgia )  
County of Gwinnett ) ss.

On 5/7/2010, before me, Felicite Medie, personally appeared Jason Harrison personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature 

JurisDocuments.com

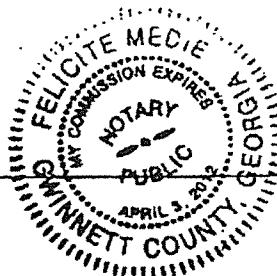


EXHIBIT "A"

POWER OF ATTORNEY - PURCHASE AND SALE AGREEMENT

(a) First Select, Inc., a Delaware corporation ("Seller"), hereby irrevocably constitutes and appoints Credigy Receivables, Inc., a Nevada corporation ("Attorney"), with full power of substitution, acting through any officer, employee or agent appointed by Attorney, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Seller and in its own name, or, if specifically authorized below, in the name of Seller, from time to time, for the purpose of carrying out the terms of that certain Purchase and Sale Agreement, dated as of December 27, 2002, by and between Seller and Attorney as Purchaser thereunder (collectively the "Agreement", capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement) to take any and all appropriate action to accomplish, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish, the purposes of the Agreement; and, without limiting the generality of the foregoing, Seller hereby grants to Attorney, the power and right, at any time, to do the following:

(i) in the name of Seller or in its own name, endorse Seller's name upon any checks, draft, notes, acceptances, money orders and other remittances received by Seller or Purchaser on account of the Acquired Assets;

(ii) in Attorney's own name, direct any party liable for any payment under or in respect of any of the Acquired Assets to make payment of any and all monies due or to become due thereunder, directly to Attorney or Purchaser or as Attorney shall direct;

(iii) in Attorney's own name, in sign and endorse any invoices, express bills, drafts against debtors, assignments, verifications, and notices in connection with accounts and other documents constituting or related to the Acquired Assets;

(iv) in Attorney's own name, settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate;

(v) in Attorney's own name, file any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Attorney for the purpose of collecting any and all such monies due under the Acquired Assets whenever payable;

(vi) in Attorney's own name, commence and prosecute any suits, actions or proceedings of law or equity in any court of competent jurisdiction to enforce any other right in respect of the Acquired Assets;

(vii) in Attorney's own name, defend any suit, action or proceeding brought against Seller with respect to the Acquired Assets if Seller does not defend such suit, action or proceeding, or if Attorney believes that Seller is not pursuing such defense in a manner that will maximize the recovery with respect to the Acquired Assets; and

*Power of Attorney (Agreement)*

(viii) (A) in Seller's name (provided Attorney's status as attorney-in-fact is disclosed) or in Attorney's own name, execute such documents as are necessary or desirable to:

- (1) assign Seller's right, title and interest in and to judgments relating to the Accounts;
- (2) substitute Purchaser for Seller as plaintiff in any litigation or bankruptcy proceeding or;
- (3) assign Seller's right, title and interest in Accounts subject to consumer credit counseling service agreements, and

(B) in Attorney's own name, execute such pleadings, instruments, assignments, bills, receipts, affidavits, certifications and other documents as Attorney deems necessary to effectuate the full transfer of the Acquired Assets to Purchaser or to assist in the enforcement or collection of any Acquired Asset; and

(b) Seller hereby authorizes Attorney shall lawfully, and in accordance with the Agreement, do or cause to be done by virtue hereof and waives notice of presentation, protest and dishonor of any instrument endorsed by Attorney pursuant to this Power of Attorney or in connection with the transactions contemplated by the Agreement. The power of attorney granted pursuant to this Power of Attorney is a power coupled with an interest and shall be irrevocable for a period commencing on the Servicing Transfer Date and ending twenty-four (24) months thereafter.

(c) The powers conferred on Attorney hereunder are solely to protect Purchaser's interests in the Acquired Assets and shall not impose any duty upon it to exercise any such powers. Attorney shall not be responsible to Seller for any act taken in good faith and with due care to protect Purchaser's interest, or any failure to take such action.

(d) Notwithstanding any other provisions herein, this Power of Attorney is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this of December 30<sup>th</sup>, 2002.

FIRST SELECT, INC.

By: Anthony J. Vito  
Name: Anthony J. Vito  
Title: Chief Financial Officer

40776533.2

1 VERIFICATION  
2  
3

4 CCP 446, 2015.5  
5  
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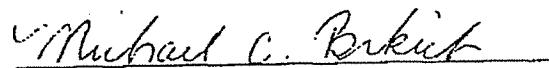
7 STATE OF CALIFORNIA  
8  
9

10 COUNTY OF ORANGE  
11  
12

13 I, MICHAEL C. BRKICH, am an authorized agent of CREDIGY RECEIVABLES,  
14 INC., the Plaintiff herein. I have read the foregoing COMPLAINT FOR JUDICIAL  
15 FORECLOSURE OF LIEN AND DECLARATORY RELIEF and know the contents thereof;  
16 and I certify that the same are true to my knowledge, except as to those matters, which are  
17 therein stated upon my information and belief, and as to those matters I believe them to be true.  
18

19 I declare under the penalty of perjury, under the laws of the State of California, that  
20 the foregoing is true and correct.  
21

22 Executed on November 2, 2011, at Tustin, California.  
23

24   
25

26 Michael C. Brkich  
27  
28